LAW OFFICES

## Ross & Hardies

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 North Michigan Avenue Chicago, Illinois 60601-7567

TELECOPIER 312-750-8600

312-558-1000

WRITER'S DIRECT LINE (312) 750-5708

July 6, 1995

PARK AVENUE TOWER 65 EAST 55TH STREET NEW YORK, NEW YORK 10022-3219 212-421-5555

580 HOWARD AVENUE SOMERSET, NEW JERSEY 08873 908-563-2700

888 SIXTEENTH STREET, N.W. WASHINGTON, D.C. 20006-4103 202-296-8600

1000 Marie 11 19419-C

## VIA OVERNIGHT COURIER

Vernon A. Williams Secretary

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.

Washington, D.C. 20423

Attention: Janice Fort, Room 2311

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303(a) are two original executed copies and two photostatic copies of a First Amendment to Security Agreement and Mortgage, dated as of June 30, 1995 ("Amendment"), relating to the Security Agreement and Mortgage, dated as of May 12, 1995, between JAIX Leasing Company and The First National Bank of Chicago, as Agent (the "Security Agreement"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on May 15, 1995 under Recordation Number 19419, which Amendment is a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Secured Party:

The First National Bank of Chicago,

as Agent

One First National Plaza Chicago, Illinois 60670

Borrower:

JAIX Leasing Company

980 North Michigan Avenue

Suite 1000

Chicago, Illinois 60610

07/06/95 RHCH27:SLIFVEN 86579-1

Suntey are

Vernon A. Williams July 6, 1995 Page 2

A description of the railroad equipment covered by the enclosed document is set forth in the Schedule to the Amendment enclosed herein.

Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped original and two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan F. Lifvendahl at Ross & Hardies, 150 North Michigan Avenue, Suite 2700, Chicago, Illinois 60601.

Following is a short summary of the enclosed document and primary document to which it relates:

## Document to be Recorded

First Amendment to Security Agreement and Mortgage dated June 30, 1995, between JAIX Leasing Company, as Borrower, and The First National Bank of Chicago, as Agent.

## Primary Document to Which it Relates

Security Agreement and Mortgage dated May 12, 1995, between JAIX Leasing Company, as borrower, and The First National Bank of Chicago, as Agent, recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 under Recordation Number 19419.

very truly yours,

Susan F. Lif⁄vendahl

SFL

w/encl.

cc: Robert W. Kleinman Susan G. Lichtenfeld FIRST AMENDMENT TO SECURITY AGREEMENT AND MORTGAGE/

July 7 - Willy Horald

THIS FIRST AMENDMENT (this "Amendment") dated as of June 30, 1995 to that certain Security Agreement and Mortgage dated as of May 12, 1995 (the "Existing Agreement") is between JAIX Leasing Company and The First National Bank of Chicago, in its capacity as Agent for the Lenders.

The parties hereto wish to amend the Existing Agreement in a certain respect and accordingly hereby agree as follows:

- 1. <u>Definitions</u>. Unless the context otherwise requires, all terms used herein which are defined in the Existing Agreement shall have the meanings assigned to them therein.
- 2. <u>Amendment</u>. Effective upon the satisfaction of the conditions precedent set forth in Section 4 of this Amendment, Section 4.9 of the Existing Agreement is hereby amended to read in its entirety as follows:
  - "4.9. <u>Insurance</u>. The Borrower will maintain, or will cause to be maintained, (i) fire and extended coverage insurance on the Equipment containing a lender's loss payable clause in favor of the Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Agent, (ii) furnish to the Agent upon the request of the Agent from time to time certificates evidencing the existence of such insurance and (iii) maintain general liability insurance with respect to the Equipment naming the Agent, on behalf of the Lenders, as an additional insured, *provided* that the requirements of clauses (i) and (ii) above shall not apply to any Equipment leased pursuant to that certain Railroad Equipment Lease dated as of January 23, 1995 by and between the Borrower, as successor in interest to JAC, and Canadian National Railway Company so long as Canadian National Railway Company is in compliance with Section 11 of such Railroad Equipment Lease as originally in effect."
- 3. <u>Conditions Precedent</u>. This Amendment and the amendment to the Existing Agreement provided for herein shall become effective as of the date first above written when this Amendment shall have been duly executed and delivered by each of the parties hereto.
- 4. Effect on the Existing Agreement. Except as expressly amended hereby, all of the representations, warranties, terms, covenants and conditions of the Existing Agreement and the other Loan Documents (a) shall remain unaltered, (b) shall continue to be, and shall remain, in full force and effect in accordance with their respective terms, and (c) are hereby ratified and confirmed in all respects. Upon the effectiveness of this Amendment, all references in the Existing Agreement (including references in the Existing Agreement as amended by this Amendment) to "this Agreement" (and all indirect references such as "hereby", "herein", "hereof" and "hereunder") shall be deemed to be references to the Existing Agreement as amended by this Amendment.
- 5. Expenses. The Borrower shall reimburse the Agent for any and all reasonable costs, internal charges and out-of-pocket expenses (including attorneys' fees and time charges

of attorneys for the Agent, which attorneys may be employees of the Agent) paid or incurred by the Agent in connection with the preparation, review, execution and delivery of this Amendment.

- 6. <u>Entire Agreement</u>. This Amendment, the Existing Agreement as amended by this Amendment and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede any and all prior agreements and understandings between the parties hereto relating to the subject matter hereof.
- 7. Governing Law. This Amendment shall be construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois, but giving effect to federal laws applicable to a national banking association located in the State of Illinois.
- 8. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Security Agreement and Mortgage to be duly executed as of the date first above written.

Title:

JAIX LEASING COMPANY

s:\coml\kwh\jaix\first.amd

STATE OF ILLINOIS )
; ss.;
COUNTY OF COOK )
On this 30th day of June, 1995, before me, personally appeared <u>Dund Presnegge</u>
to me personally known, who being by me duly sworn, says that he/she is a
of JAIX Leasing Company, a Delaware corporation, that the
foregoing instrument was signed on behalf of said corporation by authority of its Board of
Directors, and he/she acknowledged that the execution of the foregoing instrument was the
free act and deed of said corporation.
Susan Ilwendare
Notary Public //
INOTADY SEAL

[NOTARY SEAL]

"OFFICIAL SEAL"
SUSAN LIFVENDAHL
Notary Public, State of Illinois
My Commission Expires 3/21/99

**STATE OF ILLINOIS )** 

: ss.:

COUNTY OF COOK )

On this 30th day of June, 1995, before me, personally appeared <u>Karen F. Kizer</u> to me personally known, who being by me duly sworn, says that he/she is a <u>Vice President Senior</u> of The First National Bank of Chicago, a national banking association, that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Lisa L. Jungl Notary Public

[NOTARY SEAL]

OFFICIAL SEAL
LISA L JUNGE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/27/99
MY COMMISSION EXPIRES:08/27/99

s:\coml\kwh\jaix\first.amd